900239930 11/30/2012

TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ULY Partners, Inc.		08/02/2012	CORPORATION: MARYLAND

RECEIVING PARTY DATA

Name:	C&K Trading Partners, Inc.	
Doing Business As:		
Street Address:	8207 Sagramore Road	
City:	Baltimore	
State/Country:	MARYLAND	
Postal Code:	21237	
Entity Type:	CORPORATION: MARYLAND	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	85206898	YOGOYA FROZEN YOGURT

CORRESPONDENCE DATA

Fax Number: 4107722328

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US

Mail.

Phone: 410 772 2324

Email: csung@sungandhwang.com

Correspondent Name: Charley C. Sung

Address Line 1: 9256 Bendix Road, Suite 109
Address Line 4: Columbia, MARYLAND 21045

NAME OF SUBMITTER:	Chang Won Cho
Signature:	/Chang Won Cho/
Date:	11/30/2012

Total Attachments: 3 source=0273_001#page1.tif source=0273_001#page2.tif source=0273_001#page3.tif

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OP \$40.00 85206898

TRADEMARK ASSIGNMENT

THIS AGREEMENT is entered into freely by and between ULY Partners, Inc. ("Assignor") and C&K Trading Partners, Inc. ("Assignee").

WHEREAS, Assignor is the owner of the actual trademark identified as follows: Yogoya Frozen Yogurt, Serial No. 85/206898 (the "Trademark"); and

WHEREAS, Assignee wishes to acquire the entire rights, title, and interest in the Trademark in perpetuity;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, Assignor and Assignee agree as follows:

- 1. <u>Assignment</u>. Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including, but not limited to, all registration rights with respect to the Trademark, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademark.
- 2. <u>Consideration</u>. In consideration for the assignment set forth in Section 1, Assignor shall pay Assignee the sum of \$1.00, the receipt of which is hereby acknowledged by Assignor.
- 3. <u>Representations and Warranties.</u> Assignor represents and warrants to Assignee as follows:
 - (a) Assignor has the right, power and authority to enter into this Agreement;
 - (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademark;
 - (c) The Trademark is free of any liens, security interests, encumbrances or licenses;
 - (d) The Trademark does not infringe the rights of any person or entity;
 - (e) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademark;
 - (f) This Agreement is valid, binding and enforceable in accordance with its terms in all jurisdictions pertaining hereto; and
 - (g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.
- 4. <u>Attorney's Fees</u>. Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party

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prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs (including all court costs) in such litigation from the party against whom enforcement was sought.

- 5. <u>Entire Agreement</u>. This Agreement contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof. There are no amendments, exhibits, or additional terms.
- 6. <u>Amendment</u>. This Agreement may be amended only by a written agreement signed by both parties which explicitly adjoins itself to this Agreement.
- 7. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect, except as mandated by the ruling.
- 8. <u>Agreement to Perform Necessary Acts</u>. The parties agree to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.
- 9. <u>Governing Law</u>. This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of Maryland.

Date: August 2, 2012

ASSIGNEE:

C&K Trading Partners, Inc.

ASSIGNOR:

ULY Partners, Inc.

By: Chang Won Cho, President

By: Chang Won Cho, President

NOTARIZATION FORM

State of Maryland

Howard County

On August 2, 2012 before me, Cameron Huh, notary, personally appeared Chang Won Cho, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature(s) on the instrument the person, or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Signature

Notary

RECORDED: 11/30/2012

CAMERON J. HUH

Notary Public

Howard County

Maryland

My Commission Expires Apr 2, 2014

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